



## MEMORANDUM

Agenda Item No. 8(L)(1)(A)

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**TO:** Honorable Chairperson  
Barbara Carey-Shuler, Ed. D. and  
Members, Board of County Commissioners

**DATE:** April 13, 2004

**FROM:** George M. Burgess  
County Manager

**SUBJECT:** Miami-Dade Public Library -  
Approval of an Interlocal Agreement to  
Operate a Branch Library in the City of  
Miami's Virrick Park

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### RECOMMENDATION

The Library Department recommends approval of an Interlocal Agreement with the City of Miami to lease for one dollar a year, a 20 year term, space approximately 3,000 square feet in which to operate a branch library at 3255 Plaza Street, Miami, Florida, commonly known as Elizabeth Virrick Park. This new branch library will be constructed and owned by the City of Miami and operated by the Miami-Dade Public Library System as part of its Capital Plan, as approved by the Board of County Commissioners.

### BACKGROUND

On October 23, 2003, the City of Miami Commission approved a resolution authorizing the City Manager to execute an Interlocal Agreement with Miami-Dade County for the use of approximately 3,000 square feet within the building annex to the Virrick Park Community Center. Construction of this annex will be entirely funded by the City. Construction is expected to begin in 2004. It is anticipated that the Library System will begin to operate the branch in 2005. The agreement calls for the Library System to lease the space at a fee of \$1.00 per year for an initial period of twenty years, with options to extend the term in any increments of years, up to ten (10) years. Leasing costs originally budgeted for the facility will remain in the Library's Capital Reserve Fund. The City agrees to fully build out the facility and turn it over to the Library System for occupancy. In return, the Library System will provide furnishings, materials, and staffing to operate and maintain a branch library that will be funded as part of its Capital Plan, as approved by the Board of County Commissioners.

Assistant County Manager




# MEMORANDUM

(Revised)

**TO:** Hon. Chairperson Barbara Carey-Shuler, Ed.D.  
and Members, Board of County Commissioners

**DATE:** April 13, 2004

**FROM:**   
Robert A. Ginsburg  
County Attorney

**SUBJECT:** Agenda Item No. 8(L)(1)(A)

Please note any items checked.

- ☐ "4-Day Rule" ("3-Day Rule" for committees) applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Bid waiver requiring County Manager's written recommendation
- ☐ Ordinance creating a new board requires detailed County Manager's report for public hearing
- ☐ Housekeeping item (no policy decision required)
- ☐ No committee review

Approved \_\_\_\_\_ Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Agenda Item No. 8(L)(1)(A)  
4-13-04

RESOLUTION NO. \_\_\_\_\_

RESOLUTION AUTHORIZING EXECUTION OF AN  
INTERLOCAL LEASE AGREEMENT WITH THE CITY OF  
MIAMI TO LEASE SPACE IN ELIZABETH VIRRICK PARK  
TO OPERATE A BRANCH OF THE MIAMI-DADE PUBLIC  
LIBRARY SYSTEM

**WHEREAS**, this Board desires to accomplish the purpose outlined in the accompanying memorandum, a copy of which is incorporated by reference,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA**, that this Board approves the execution of the interlocal lease agreement between Miami-Dade County and the City of Miami to lease space in Elizabeth Virrick Park for the operation of the Virrick Park Branch Library of the Miami-Dade Public Library System, in substantially the form attached hereto and made a part hereof and authorizes the County Manager to execute the same for and on behalf of Miami-Dade County, pursuant to the provisions of Chapters 125 and 163, Florida Statutes, following approval by the County Attorney's Office, and subject to proper execution by the City of Miami.

The foregoing resolution was offered by Commissioner \_\_\_\_\_, who moved its adoption. The motion was seconded by Commissioner \_\_\_\_\_ and upon being put to a vote, the vote was as follows:

Dr. Barbara Carey-Shuler, Chairperson

Katy Sorenson, Vice-Chairperson

Bruno A. Barreiro

Betty T. Ferguson

Joe A. Martinez

Dennis C. Moss

Natacha Seijas

Sen. Javier D. Souto

Jose "Pepe" Diaz

Sally A. Heyman

Jimmy L. Morales

Dorrian D. Rolle

Rebeca Sosa

The Chairperson thereupon declared the resolution duly passed and adopted this 13th day of April, 2004. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF COUNTY  
COMMISSIONERS

HARVEY RUVIN, CLERK

Approved by County Attorney as  
to form and legal sufficiency. mmc

By: \_\_\_\_\_  
Deputy Clerk

Mariela Martinez-Cid



# City of Miami

## Legislation

### Resolution: R-03-1119

City Hall  
3500 Pan American  
Drive  
Miami, FL 33133  
[www.ci.miami.fl.us](http://www.ci.miami.fl.us)

File Number: 03-0094

Final Action Date: 10/23/2003

A RESOLUTION OF THE MIAMI CITY COMMISSION, WITH ATTACHMENT(S), AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERLOCAL AGREEMENT ("AGREEMENT"), IN SUBSTANTIALLY THE ATTACHED FORM, BETWEEN THE CITY OF MIAMI ("CITY") AND MIAMI-DADE COUNTY ("COUNTY"), FOR USE OF APPROXIMATELY 3,000 SQUARE FEET ("AREA") WITHIN THE BUILDING ANNEX TO BE CONSTRUCTED BY THE CITY TO THE COMMUNITY CENTER LOCATED AT 3255 PLAZA STREET, MIAMI, FLORIDA, COMMONLY KNOWN AS ELIZABETH VIRRICK PARK ("PARK"), TO OPERATE A PUBLIC LIBRARY FOR A TWENTY-YEAR TERM, WITH THE OPTION, UPON REQUEST OF THE COUNTY, TO EXTEND THE TERM OF THE AGREEMENT IN ANY INCREMENTS OF YEARS, UP TO TEN (10) YEARS, PROVIDING THE CITY A FEE OF A \$1.00 PER YEAR, AND IN ACCORDANCE WITH THE OTHER TERMS AND CONDITIONS SET FORTH IN THE AGREEMENT.

WHEREAS, the City of Miami ("City") allocated \$1.3M from the Homeland Defense Program funds for the construction of a Building Annex to the recently constructed Community Center located at 3255 Plaza Street, Miami, Florida, commonly known as Elizabeth Virrick Park (the "Park"); and

WHEREAS, Miami-Dade County ("County") has approached the City to use a portion of the Building Annex to operate a public library; and

WHEREAS, the City Commission has determined that it is in the best interest of the City to enter into an Interlocal Agreement ("Agreement") with the County for this purpose;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE CITY OF MIAMI, FLORIDA:

Section 1. The recitals and findings contained in the Preamble to this Resolution are adopted by reference and incorporated as if fully set forth in this Section.

Section 2. The City Manager is authorized{1} to execute an Agreement, in substantially the attached form, between the City and the County, for use of approximately 3,000 square feet within the Building Annex to be constructed by the City to the Community Center located at 3255 Plaza Street, Miami, Florida, commonly known as Elizabeth Virrick Park, to operate a public library, for a twenty-year term, with the option, upon request of the County, to extend the term in any increments of years, up to ten (10) years, providing a fee of a \$1.00 per year, and in accordance with other terms and conditions to be set forth in the agreement.

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Section 3. This Resolution shall become effective immediately upon its adoption and signature of the Mayor. {2}

{1} The herein authorization is further subject to compliance with all requirements that may be imposed by the City Attorney, including but not limited to those prescribed by applicable provisions of the City Charter and Code.

{2} If the Mayor does not sign this Resolution, it shall become effective at the end of ten calendar days from the date it was passed and adopted. If the Mayor vetoes this Resolution, it shall become effective immediately upon override of the veto by the City Commission.

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Footnotes:



# City of Miami

## Master Report

City Hall  
3500 Pan American Drive  
Miami, FL 33133  
www.ci.miami.fl.us

Enactment Number: R-03-1119

File Number: 03-0094

File Type: Resolution

Status: Mayor's Office for  
Signature

Version: 2

Reference:

Controlling Body: City Commission

File Name: Miami-Dade County Public Library

Introduced: 10/3/2003

Requester:

Cost:

Final Action: 10/23/2003

**Title:** A RESOLUTION OF THE MIAMI CITY COMMISSION, WITH ATTACHMENT(S), AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERLOCAL AGREEMENT ("AGREEMENT"), IN SUBSTANTIALLY THE ATTACHED FORM, BETWEEN THE CITY OF MIAMI ("CITY") AND MIAMI-DADE COUNTY ("COUNTY"), FOR USE OF APPROXIMATELY 3,000 SQUARE FEET ("AREA") WITHIN THE BUILDING ANNEX TO BE CONSTRUCTED BY THE CITY TO THE COMMUNITY CENTER LOCATED AT 3255 PLAZA STREET, MIAMI, FLORIDA, COMMONLY KNOWN AS ELIZABETH VIRRICK PARK ("PARK"), TO OPERATE A PUBLIC LIBRARY FOR A TWENTY-YEAR TERM, WITH THE OPTION, UPON REQUEST OF THE COUNTY, TO EXTEND THE TERM OF THE AGREEMENT IN ANY INCREMENTS OF YEARS, UP TO TEN (10) YEARS, PROVIDING THE CITY A FEE OF A \$1.00 PER YEAR, AND IN ACCORDANCE WITH THE OTHER TERMS AND CONDITIONS SET FORTH IN THE AGREEMENT.

Sponsors:

Notes:

Indexes:

Attachments: Final Packet.pdf.

### History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	Law Department	10 15 2003	Reviewed and Approved				
2	City Commission	10 23 2003	Adopted				Pass

**INTERLOCAL AGREEMENT**

**BY AND BETWEEN**

**THE CITY OF MIAMI**

**AND**

**MIAMI-DADE COUNTY**



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**THIS INTERLOCAL AGREEMENT** is made and executed this \_\_\_\_ day of \_\_\_\_\_ 2003, by and between the CITY OF MIAMI, a municipal corporation of the State of Florida (the "City"), and MIAMI-DADE COUNTY, a political subdivision of the State of Florida (the "County").

### **STATEMENT OF BACKGROUND AND PURPOSE**

**WHEREAS**, the City is owner in fee simple of all that certain land and improvements located at 3225 Plaza Street, in Miami-Dade County, Florida, known as Elizabeth Virrick Park (the "Park"); and

**WHEREAS**, the express purpose and intent of this Interlocal Agreement is to enable the use of a portion of the Building Annex of the Community Center to the County for a public library, provided that the County pay for and provide all other operating costs, including staffing, furnishing, and fully equipping the public library:

**NOW THEREFORE**, in consideration of the benefits that will accrue to the parties by virtue of this Interlocal Agreement and the respective terms and conditions contained herein, the parties hereto agree as follows:

### **ARTICLE 1** **DEFINITIONS**

#### **Section 1.1    Defined Terms; Singular, Plural and Gender.**

Any word contained in the text of this Interlocal Agreement shall be read as the singular or the plural and as the masculine, feminine or neuter gender, as may be applicable in the particular context. More specifically, however, for the purposes of this Interlocal Agreement the following words shall have the meanings attributed to them in this Section:

1.1.1 "Agreement Year" shall mean a period of twelve (12) consecutive calendar months, with the first Year commencing on the Possession Date.

1.1.2 "Applicable Laws" shall mean any law (including without limitation, any Environmental Law), enactment, statute, code, ordinance, administrative order, charter, tariff, resolution, order, rule, regulation, guideline, judgment, decree, writ, injunction, franchise, permit, certificate, license, authorization, or other direction or requirement of any governmental entity, County, political subdivision, or any division or department thereof, now existing or hereafter enacted, adopted, promulgated, entered, or issued.

1.1.3 "Area" shall mean the space consisting of approximately 3,000 square feet within the Building Annex for the County's use and operation of a Public Library.

1.1.4 "Building Annex" shall mean the construction of a one-story building consisting of approximately 8,000 square feet to serve as an addition to the building commonly known as "Community Center" at the Park, collectively the "Building".

1.1.5 "City Manager" shall mean the administrative head of the City's government who has been appointed by the City Commission of the City of Miami in accordance with the provisions of Section 15 of the Charter of the City of Miami, as amended, and who is authorized to execute this Lease and other documents including notices required hereunder.

1.1.6 "Environmental Laws" shall mean all applicable requirements of federal, state and local environmental, public health and safety laws, regulations, orders, permits, licenses, approvals, ordinances and directives, including but not limited to, all applicable requirements of: the Clean Air Act; the Clean Water Act; the Resource Conservation and Recovery Act, as amended by the Hazardous and Solid Waste Amendments of 1984; the Safe Drinking Water Act; the Comprehensive Environmental Response, Compensation and Liability Act, as amended by

the Superfund Amendments and Reauthorization Act of 1986; the Occupational Health and Safety Act; the Toxic Substances Control Act; the Pollutant Discharge Prevention and Control Act; the Water Resources Restoration and Preservation Act; the Florida Air and Water Pollution Control Act; the Florida Safe Drinking Water Act; and the Florida Environmental Reorganization Act of 1975.

1.1.7 "Event of Default" shall have the meaning given to it in Section 17.1.

1.1.8 "Impositions" shall mean all governmental assessments, fire fees, parking surcharges, excises, license and permit fees, levies, charges and taxes, general and special, ordinary and extraordinary, of every kind and nature whatsoever (irrespective of their nature, including, without limitation, all such charges based on the fact of a transaction, irrespective of how measured) which at any time during the term of this Interlocal Agreement may be assessed, levied, confirmed, imposed upon, or become due and payable out of or in respect of, or become a lien on, all or any part of the Building and/or the Improvements, or any fixtures, equipment or personal property placed therein or thereon, including, without limitation, ad valorem and other similar taxes on the real estate, the leasehold interest and/or personal property.

1.1.9 "Improvements" shall have the meaning given to it in Section 5.1.

1.1.10 "Interlocal Agreement Date" shall mean the date that this Interlocal Agreement is fully executed by both parties.

1.1.11 "Park" shall mean that certain area located at 3255 Plaza Street, which is described in Exhibit A attached hereto and incorporated herein.

1.1.12 "Party" or "Parties" (whether or not by use of the capitalized term) shall mean jointly or individually (as the context requires) each of the parties to this Interlocal Agreement and their respective successors and assigns.

1.1.13 "Permitted Alterations" shall have the meaning given to it in Section 8.2.

1.1.14 "Possession Date" shall mean the date that the City obtains a Temporary Certificate of Occupancy (TCO) or Certificate of Occupancy (CO) if no TCO is required for the Building Annex, and delivers the Area to the County.

1.1.15 "Project" shall mean the development and construction of a one (1) story Building Annex for multiple uses at the Park.

1.1.16 "Public Library" shall mean the space consisting of approximately 3,000 square feet within the Building Annex to be developed and operated by the County pursuant to the terms of this Interlocal Agreement.

1.1.17 "Rent" shall have the meaning ascribed to it in Article 4.

1.1.18 "Unavoidable Delay" shall have the meaning ascribed to it in Section 17.5.

## **ARTICLE 2**

### **PURPOSE OF THE INTERLOCAL AGREEMENT**

#### **Section 2.1    Purpose of the Interlocal Agreement.**

Pursuant to the provisions of the Florida Interlocal Cooperation Act of 1969, the City and the County hereby enter into this Interlocal Agreement for the purpose of establishing a Public Library at the Park.

#### **Section 2.2    Area to be used by the County.**

The City hereby grants the use of the Area to the County, and the County hereby takes the Area from the City. The City shall transfer possession of the Area to the County on the Possession Date.

#### **Section 2.3    Parking.**

During the term of this Interlocal Agreement (including any renewal terms), the City agrees to allow the County the non-exclusive use of the existing parking at the Park.

### **ARTICLE 3**

#### **THE TERM**

##### Section 3.1 Term.

The term of this Interlocal Agreement shall be for twenty (20) years commencing on the Possession Date.

##### Section 3.2 Renewal Term(s).

The City, at its sole and exclusive option, upon request of the County, may extend the term of this Interlocal Agreement, in any increment of years, for an additional period of ten (10) years.

### **ARTICLE 4**

#### **RENT**

The parties hereby agree that the rent to be paid to the City for the County's occupancy and use of the Area shall be \$1.00 per year (the "Rent"), payable in advance at the commencement of the term. The Rent shall be fixed for the term of this Interlocal Agreement.

### **ARTICLE 5**

#### **IMPROVEMENTS**

##### Section 5.1 Improvements.

Pursuant to the conditions of this Interlocal Agreement, and in the manner provided by law, the City shall cause to complete the construction of the Building Annex on the Park. All improvements constructed upon or installed at the Area, included but not limited to, structural, interior partitions, electrical and lighting fixtures, plumbing fixtures, air conditioning equipment and flooring, shall be referred to in this Interlocal Agreement as the "Improvements".

##### a. Obligations of the City

##### Section 5.1.1 Construction



The City shall construct a Building Annex of approximately 8,000 square feet within which Miami-Dade Public Library System may operate a branch library, subject to the conditions set forth herein. The City agrees to provide the County with a separate entrance to the Building Annex, which entrance shall be for the exclusive use of library staff and patrons.

#### Section 5.1.2 Interior

The City agrees to fully build out the Area and turn over to the County a space ready for immediate occupancy, as more fully described in this Section:

- a. fully partition and paint interior of the space, as per library specifications;
- b. furnish and install all interior doors and VCT flooring tiles, as per library specifications;
- c. furnish and install finished ceiling, including all overhead lighting fixtures to meet industry standards of 50 ft. per candle lighting requirements;
- d. furnish and install a full air conditioning system solely for the use of the library;
- f. furnish and install all safety devices required by the Florida Building Code or other applicable laws, rules, or regulations, including but not limited to: all fire alarms, sprinkler systems, fire extinguishers, and exit signs;
- g. furnish and install wiring needed by the library for electric, telephone, computers, cable services, and exterior electric connection for signage;
- h. furnish and install separate electric and water use meters for the library.

#### 5.1.3 Manner of Construction of Improvements.

The construction of the Improvements on the Area shall be in accordance with all Applicable Laws and, in accordance with the plans, specifications and other construction

documents, all of which shall be approved by the City upon commencement of this Interlocal Lease Agreement.

5.1.4 Title to the Improvements.

Upon the commencement of this Interlocal Agreement, title to the Improvements shall automatically vest in the City without the need for any further instrument of conveyance.

b. Obligations of the County

5.1.5 Design Plan

The County agrees to submit an Interior Design Plan (the "Design Plan"), no later than ninety (90) days after receiving the design plan of the Building Annex. The Design Plan shall be full architectural plans and specifications including all of the following:

- a. the location and dimensions of all office space within the library;
- b. the location, dimensions, of all interior walls;
- c. the location, dimensions, of all interior doors;
- d. the location, dimensions, of all flooring;
- e. the location, dimension of the ceiling and all ceiling fixtures, including lighting fixtures and air conditioning vents;
- f. the location of all telephone, electric, computer , cable outlets; and
- g. the location, dimensions of all safety devices, including sprinklers, fire extinguishers, exit signs, and alarms.

5.1.6 Furniture, Supplies & Equipment

The County, at its sole cost and expense, shall provide and install all furniture,

shelving, books, window treatments, supplies, telephone and computer equipment, burglar and fire alarm system for the library, and shall have full discretion in the selection and approval thereof.

#### 5.1.7 County's Personnel

The County shall be required to furnish during its operating hours necessary personnel experienced in the operation and control of the type of operations to be performed hereunder, delegated with sufficient authority and responsibility to insure proper use and operation of the Premises in compliance with this Agreement.

The County shall require the designated personnel to remain on site and in charge during the operating hours. The County shall employ, train, pay, supervise, and discharge all employees necessary for the operation of its programs. All such persons shall be the employees of the County and every person performing services in connection with this Agreement, including a subcontractor or employee of County, or any agent or employee of the County hired by the County, shall be acting solely on behalf of the County. The City shall not be liable for their compensation or for the consequences of any act or omission on the part of any of them.

### **ARTICLE 6** **USES**

#### Section 6.1 Use of the Area.

The parties to this Interlocal Agreement agree that the Area shall be used exclusively for the purpose or purposes set forth below. No use shall be made or permitted to be made of the Area, or acts done, which are in violation of any Applicable Law. The County shall not commit, or permit any waste with respect to any other improvement, building and appurtenance at any time located on the Building. The Area is to be utilized solely as a Public Library. The Area shall be operated at the designated times as stated in this Agreement for the use and benefit of the public, and all of its facilities and services shall be made available to the public on fair and reasonable terms and without discrimination. The Area shall not be used for any purpose other

than the purposes set forth herein without the prior written consent of the City, which consent may be withheld or conditioned in the City's sole discretion. This Interlocal Agreement and all rights of the County hereunder shall, at the option of the City, cease and terminate if the County uses or allows the use of the Area for any purposes not permitted herein.

Section 6.2    Conditions; Right to Terminate.

In addition to the foregoing, the Parties agree that the City shall have the right to terminate this Interlocal Agreement in the event that any of the following conditions are not satisfied within the time period indicated below:

(a)     Within (30) days after the Effective Date of the Agreement, the County and City shall have received satisfactory evidence that sufficient funds have been or will be secured for the construction of the Building Annex and the operation of a public library at the Area, respectively.

(b)     Within (18) months after construction of the Building Annex has commenced, the Area shall be substantially completed, subject to Unavoidable Delay. The issuance of a temporary certificate of occupancy shall constitute sufficient evidence that the Building Annex has been substantially completed.

(c)     Within (60) days after the Possession Date of the Area, the County shall have commenced operation of the public library, subject to Unavoidable Delay; and

In the event that any of the foregoing conditions subsequent are not satisfied within the time period specified, subject to Unavoidable Delay, the City shall have the right to terminate this Interlocal Agreement by written notice to the County delivered pursuant to the notice provision contained herein at any time after the expiration of said time period but prior to the satisfaction of the condition in question. In the event that the condition is satisfied prior to the

City's termination of this Interlocal Agreement, the City's right to terminate with respect to that particular condition shall cease. Upon termination the parties shall be released from all further obligations hereunder.

### 6.3 Continuous Duty To Operate

Except where the Area is rendered untenable by reason of fire or other casualty, the County shall at all times during the Term or any additional Term hereof (i) occupy the Area within sixty (60) days of the Possession Date; (ii) shall thereafter continuously conduct operations in the Area in accordance with the terms of this Interlocal Agreement; (iii) at all times keep the Area fully stocked with materials, trade fixtures and furnishings necessary and proper to operate the Area and (iv) keep the Area open for operation during the following hours: Monday (9:30 am to 6:00 pm), Tuesday (11:30 am to 8 pm), Wednesday (11:30 am to 8:00 pm), Thursday (9:30 am to 6:00 pm), Friday (closed), Saturday (9:30 am to 6:00 pm), and Sunday (closed). The County retains the discretion at any time during the pendency of this Interlocal Agreement to increase, decrease, or adjust in any way the Library's hours of operation.

## **ARTICLE 7** **CITY'S RIGHT OF ENTRY**

The County shall permit the City and its agents, representatives, employees, and/or designees of the City to enter into the Area, at all reasonable times upon advance written notice for any reasonable purpose; provided, however, that the City's rights under this Section shall not unreasonably interfere with the operation of the Area or the performance of the County's obligations under this Interlocal Agreement.

**ARTICLE 8**  
**MAINTENANCE, REPAIR AND ALTERATIONS**

Section 8.1     Maintenance of the Area

The County, at its sole cost, shall be responsible for the full maintenance and repair of the interior of the Area, including the maintenance, repair and replacement of flooring, wiring, air conditioning, telephone, burglar and fire alarm equipment, painting and repairs of interior partitions and walls, or other interior construction furnished and/or installed by the City under Section 5.1.2. The County, at its sole cost, shall be responsible for telephone and cable services pertaining to the Area. The County, at its sole cost and expense, shall enter into service agreements to maintain the equipment pertaining to the Area included but not limited to, air conditioning, telephone, cable, fire, and burglar alarm systems and any other equipment necessary for its operations. The City's Fire Marshal shall conduct a yearly inspection of the Fire Alarm system in the Area. The County agrees to comply with any directive issued by the City Fire Marshal with respect to the Fire Alarm with respect to the Fire Alarm system in the Area. The County shall be responsible for all custodial and janitorial maintenance of the Area and daily rubbish removal to the designated garbage dumpster of the Park. The County shall not commit, or suffer to be committed, any waste in or upon the Area, which detracts from the appearance of the Building or the Park. The parties shall mutually agree on maintenance, repairs, and replacements to be performed. The City shall maintain and repair the structural portions of the Building, including the exterior walls, under flooring, roof, and shall make all repairs and replacements.

Nothing contained in this Interlocal Agreement shall impose on the City the obligation to make any repairs or spend any monies for the maintenance of the Area, or the renewal, replacement or repair of the interior of the Area or the Improvements.

Section 8.2 Permitted Alterations.

The County shall not be permitted to perform any other alterations to the Area, without the prior written consent of the Parks Director which consent may not be unreasonably withheld. Any construction undertaken in or to the Improvements shall be performed in accordance with this Article and other provisions of this Interlocal Agreement including compliance with all Applicable Laws.

**ARTICLE 9**  
**SIGNAGE AND BOOK DROP**

9.1 The City agrees to provide signage in the following manner:

1. Sign outside Building Annex indicating location of library;
2. Sign outside Park Entrance(s) indicating location of library; and
3. Sign directly outside Library Entrance.

The County agrees to provide funding to purchase the signs and retains the right to approve the appearance of the signs. It is understood that the City of Miami Code and Zoning Ordinance will govern the signage requirements.

9.2 The City also agrees to allow the County to place an external book drop adjacent to the City's Parking Lot.

**ARTICLE 10**  
**NOTICES**

All notices, demands, or other writings required or allowed in this Interlocal Agreement must be in writing and shall be delivered or sent, with copies indicated, by personal delivery,

certified mail or overnight delivery service to the parties as follows (or at such other address as a party shall specify by notice given pursuant to this Section):

TO THE CITY:

CITY OF MIAMI  
ATTN: City Manager  
3500 Pan American Drive  
Miami, Florida 33133

WITH COPIES TO:

CITY ATTORNEY  
City of Miami  
Miami Riverside Building, 9th Floor  
444 S.W. 2nd Avenue  
Miami, Florida 33130

DEPARTMENT OF ECONOMIC  
DEVELOPMENT  
City of Miami  
444 S.W. 2<sup>nd</sup> Avenue, 3<sup>rd</sup> Floor  
Miami, Florida 33130

TO THE COUNTY:

MIAMI-DADE COUNTY  
PUBLIC LIBRARY SYSTEMS  
Attention: Director  
101 West Flagler St.  
Miami, FL 33130

**ARTICLE 11**  
**COMPLIANCE WITH APPLICABLE LAWS**

During the term of this Interlocal Agreement, the parties shall comply with all Applicable Laws. The County, at its sole cost, shall be required to comply with all Applicable Laws and shall obtain and maintain, at no cost to the City, all necessary permits and licenses that are required in connection with the operation of and use of the Area.



**ARTICLE 12**  
**INSURANCE AND INDEMNIFICATION**

Section 12.1 Insurance.

County represents that it is self-insured for actions to recover for injury or loss of property, personal injury or death caused by the negligent or wrongful act or omissions of its officers and employees. The County shall provide evidence of its self-insurance program acceptable to the City's Risk Management Administrator. In addition, County may procure general liability insurance covering its operations at the Area and related liability. If the County procures general liability insurance, County shall name the City as an additional insured.

Section 12.2 Indemnification

The County and the City do hereby agree to indemnify and hold harmless each other to the extent and within the limitations of Section 768.28, Fla. Statutes, subject to the provisions of that Statute whereby the County shall not be held liable to pay a personal injury or property damage claim or judgments by any one person which exceeds the sum of \$100,000, or any claim or judgments or portions thereof, which, when totaled with all other occurrences, exceeds the sum of \$200,000, from any and all personal injury or property damage claims, liabilities, losses, and causes of action which may arise solely as a result of the negligence of the County. However, nothing herein shall be deemed to indemnify the City from any liability or claim arising out of the negligent performance or failure of performance of the City or any unrelated third party.

## ARTICLE 13

### DAMAGE OR DESTRUCTION

#### Section 13.1 Destruction Of The Area

If the Area shall be damaged by fire, the elements, accident, or other casualty (any of such causes being referred to herein as a "Casualty"), but the Area shall not be rendered wholly or partially untenable, the City shall promptly cause such damage to be repaired.

If, as a result of Casualty, the Area shall be rendered partially untenable, then, subject to the provisions of the Section 13.2 of this Agreement entitled "City's Option to Terminate Due to Casualty", the City shall cause such damage to be repaired, provided such damage is not caused by the negligence of the County, its employees, agents, contractors, representatives, guests or invitees, and all Rent and (other than additional payments due to the City by reason of the County's failure to perform any of its obligations hereunder) shall be abated proportionately as to the portion of the Area rendered untenable during the period of such untenability. In such event, all such repairs shall be made at the expense of the City. The City shall not be liable for interruption to the County's business or for damage to or replacement or repair of County's personal property (including, without limitation, inventory, trade fixtures, floor coverings, furniture and other property removable by the County under the provisions of this Agreement) or damage to or replacement or repair shall be promptly undertaken and completed by the County. The City shall not be obligated to spend more for the cost of repair than net insurance proceeds recovered with respect to such loss. In this regard, the City's repair of the Building Annex may not result in the same being restored to its condition prior to any such Casualty to the extent funds are not so available to fully restore the Area to its original condition. In the event the cost to repair the Area is less than the net insurance proceeds received by the City, all excess insurance proceeds shall be remitted to the City.

#### Section 13.2 City's Option to Terminate Due to Casualty

If the Area is (a) rendered wholly untenable, or (b) damaged as a result of any cause which is not covered by the City's insurance, or (c) insurance proceeds are insufficient to restore the Area to a condition reasonably intended to carry out the purposes described in this Agreement, or (d) damaged or destroyed in whole or in part during the last three years of the

Term, or (e) if the City's Facility is damaged to the extent of fifty percent (50%) or more of the City's floor area, then, in any of such events, the City may elect to terminate this Agreement by giving to the County notice of such election within ninety (90) days after the occurrence of such event. If such notice is given, the rights and obligations of the Parties shall cease as of the date of such notice, and the Rent and (other than any additional payment due to the City by reason of the County's failure to perform any of its obligations hereunder) shall be adjusted as of the date of such termination.

Upon any termination of this Agreement under any of the provisions of this Section, the County and the City shall each be released thereby from any further obligations hereunder accruing after such termination, except that such release shall not apply to any sums then accrued or due, or to the County's obligations under Section 19.11 of this Agreement entitled "Surrender of Possession" or to any obligation otherwise surviving the termination of this Agreement.

#### **ARTICLE 14** **UTILITIES**

The County shall cause to be paid all charges for consumption of water, electric, telephone service and other public utilities of every kind furnished to the Area throughout the Interlocal Agreement term, and all other costs and expenses of every kind whatsoever of or in connection with the installation, use, operation, and maintenance of utilities at the Area.

#### **ARTICLE 15** **GOVERNMENTAL PURPOSES**

The conveyance of the leasehold interest in the Area under this Interlocal Agreement, and the parties' activities pertaining to planning, establishment, development, construction, improvement, maintenance and operation of the Area, are public and governmental functions exercised for a public purpose. The County acknowledges that the use of the Area by private persons and entities for private use or purpose are prohibited, and require that such be used solely for public purposes. The County further agrees that a violation of the permitted uses by

the County shall result in the automatic termination of this Interlocal Agreement without the need for notice of any kind to any party. In the event of termination of this Interlocal Agreement under any of the provisions of this Article, the County and the City shall each be released thereby from any further obligations hereunder accruing after the commencement of such termination, except that such release shall not apply to any sums then accrued or due to the City, or to the County obligations under Section 19.11 of this Agreement entitled "Surrender of Possession," or to any obligation or provision otherwise surviving or intended to survive, the termination of this Agreement.

#### **ARTICLE 16** **ABSENCE OF THIRD PARTY BENEFICIARIES**

Nothing in this Interlocal Agreement, express or implied, is intended to (a) confer upon any entity or person other than the parties any rights or remedies under or by reason of this Interlocal Agreement as a third-party beneficiary, or otherwise; or (b) authorize anyone not a party to this Interlocal Agreement to maintain an action pursuant to or based upon this Interlocal Agreement.

#### **ARTICLE 17** **DEFAULT, REMEDIES AND TERMINATION**

##### **Section 17.1 Events of Default.**

The occurrence of any one or more of the following events is deemed an "Event of Default":

(a) If the County defaults in the due and punctual payment of any installment of any Rent when due and payable in accordance with this Interlocal Agreement, and such default continues for more than thirty (30) days after written notice that the sum is due;

(b) If either party defaults in the due performance or observance of any covenant or condition or provision under this Interlocal Agreement, other than the payment of Rent, and such default continues for more than thirty (30) days after written notice of the default from the non-defaulting party, provided that if such default is curable but cannot be cured within thirty (30) days, the defaulting party shall have a reasonable period of time (not to exceed one hundred eighty (180) days) to cure such default so long as the defaulting party commences the cure within thirty (30) days and diligently prosecutes same to completion.

Section 17.2 Remedies.

If any Event of Default occurs, the party not at fault shall have the right to terminate this Interlocal Agreement upon thirty (30) days written notice.

Section 17.3 No Waiver.

The waiver (either expressed or implied by law) by either party of any default of any term, condition or covenant herein contained shall not be a waiver of any subsequent default of the same or any other term, condition or covenant herein contained. No waiver made by either party with respect to performance, or manner or time thereof, of any obligation of the other party or any condition to its own obligation under this Interlocal Agreement shall be considered a waiver of any rights of the party making the waiver with respect to the particular obligations of the other party, or conditions to its own obligation, beyond those expressly waived, and to the extent thereof, or a waiver in regard to any other rights of the party making the waiver or in regard to any obligation of the other party.

Section 17.4 Remedies Cumulative.

No remedy conferred upon or reserved to the City or the County shall be considered exclusive of any other remedy, but shall be cumulative and shall be in addition to every other

remedy given under this Interlocal Agreement or existing at law or in equity or by statute; and every power and remedy given by this Interlocal Agreement to the City or the County may be exercised from time to time and as often as occasion may arise or as may be deemed expedient by the City or the County. No delay or omission of City or County to exercise any right or power arising from any default shall impair any right or power, nor shall it be construed to be a waiver of any default or any acquiescence in it.

#### Section 17.5 Unavoidable Delay

For the purpose of any of the provisions of this Interlocal Agreement, neither the City (including the City Manager) nor the County, as the case may be, shall be considered in breach of or in default in any of its obligations under this Interlocal Agreement in the event of unavoidable delay in the performance of any such obligations due to strikes, lockouts, acts of God, inability to obtain labor or materials, or to settle insurance claims, due to governmental restrictions, enemy action, civil commotion, fire, hurricane, flood, casualty, or other similar causes beyond the reasonable control of a party (collectively "Unavoidable Delay"), but not including such party's insolvency or financial condition, it being the purpose and intent of this Section that in the event of the occurrence of any such Unavoidable Delay the time or times for the performance of the covenants and provisions of this Interlocal Agreement shall be extended for the period of Unavoidable Delay; provided, however, that the party seeking the benefit of the provisions of this Section shall, within thirty (30) days after such party shall have become aware of such Unavoidable Delay, give written notice to the other party thereof of the cause or causes thereof and the time anticipated to be delayed.

#### Section 17.6 Termination

In the event this Interlocal Agreement is terminated by the City for any reason, it is understood and agreed that the City shall have no liability whatsoever, financial or otherwise, to the County, for any matter whatsoever relating to the termination or the use of the Area, including specifically, without limiting the generality of the foregoing, liability for any expenses incurred in connection with alterations to the Area or operation of the Area unless the termination occurs within the first seven (7) years of the term of this Interlocal Agreement, at such time the County shall be entitled to reimbursement from the City of the unamortized portion of the County's expenses described in Section 5.1.6 of the Interlocal Agreement as reflected in the County's books and records in accordance with GAAP.

### **ARTICLE 18** **ENVIRONMENTAL MATTERS**

The County shall warrant and represent, and shall indemnify and hold harmless the City for the breach of the covenants, that:

(a) They will not unlawfully use or employ the Area or any of the facilities thereon to handle, transport, store, treat, or dispose of any hazardous wastes or substances, on the Area;

(b) They will not knowingly conduct any activity on the Area in violation of any applicable Environmental Laws; and

(c) They will conduct any activity on, or relating to the Area, and the operations of the Project in full compliance with all Environmental Laws and all terms, conditions and requirements of any and all permits, licenses, consents, approvals, and authorizations of any federal, state, or local regulatory agencies or authorities.

The foregoing provisions, as contained herein and in the corresponding documents, shall survive the termination of this Interlocal Agreement and of the documents in which they are contained.

## **ARTICLE 19** **MISCELLANEOUS**

### **Section 19.1 Section Captions**

The captions appearing in this Interlocal Agreement are for convenience only and shall in no way define, amplify, limit or describe the scope or intent of this Interlocal Agreement or any part thereof.

### **Section 19.2 Other Documents**

The City and the County shall take all such actions and execute all such documents which may be reasonably necessary to carry out the purposes of this Interlocal Agreement, whether or not specifically provided for in this Interlocal Agreement.

### **Section 19.3 Counterparts**

This Interlocal Agreement may be executed and delivered in two counterparts, each of which shall be deemed to be an original and both of which, taken together, shall be deemed to be one Interlocal Agreement.

### **Section 19.4 Entire Agreement**

This Interlocal Agreement, and the attached Exhibit to this Interlocal Agreement, contain the sole and entire agreements entered into by the parties with respect to their subject matter, and supersede any and all other prior written or oral agreements between them with respect to such subject matter.



#### Section 19.5 Severability and Savings Clause

If any term or provision of this Interlocal Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Interlocal Agreement or the application of such term or provision to the persons or circumstance other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Interlocal Agreement shall be valid and be enforced to the fullest extent permitted by law.

#### Section 19.6 Approvals and Consents

Wherever in this Interlocal Agreement the approval or consent of any party is required, it is understood and agreed that such approval or consent will not be unreasonably withheld or delayed, unless the context specifically indicates otherwise. Wherever in this Interlocal Agreement the approval or consent of the City is required, the written approval or consent of the matter in question by the City Manager shall satisfy the requirements for approval or consent of the City for all purposes.

#### Section 19.7 Governing Laws

The laws of the State of Florida shall govern this Interlocal Agreement. This Interlocal Agreement is subject to and shall be interpreted to effectuate its compliance with the Charter of the City.

#### Section 19.8 Amendments

No amendment may be made to this Interlocal Agreement unless authorized by the City Manager and if required, with the approval of the City Commission, and the County Manager, and if required, approval of the County Commission.

#### Section 19.9 Waiver of Jury Trial.

The parties hereby knowingly, irrevocable, voluntarily and intentionally waive any right either may have to a trial by jury in respect of any action, proceeding or counterclaim based on this lease, or arising out of, under or in connection with this Interlocal Agreement or any amendment or modification of this Interlocal Agreement, or any other agreement executed by and between the parties in connection with this Interlocal Agreement, or any course of conduct, course of dealing, statements (whether verbal or written) or actions of any party hereto. This waiver of jury trial provision is a material inducement for the City and County entering into the subject transaction.

Section 19.10 Quiet Enjoyment.

If the County pays the Rents and other amounts due under this Interlocal Agreement and observes and performs all the terms, covenants and conditions hereof, the County shall peaceably and quietly hold and enjoy the Area for the Interlocal Agreement term, without interruption by the City, subject to the terms and conditions of this Interlocal Agreement.

Section 19.11 Surrender of Possession.

Upon the expiration or earlier termination of the Interlocal Agreement pursuant to the provisions hereof, the County shall deliver to the City possession of the Area in good repair and condition, reasonable wear and tear excepted. Upon the expiration or earlier termination of the Interlocal Agreement, the contents of the Area procured by the County and not a fixture, shall remain the property of the County.

Section 19.12 Attorney's Fees.

In the event that legal action is taken by either party to enforce any of the provisions of this Interlocal Agreement, each party shall be responsible for its own expenses, including attorney's fees, in connection with any such action.

Section 19.13 Recording.

A memorandum or short form of this Interlocal Agreement in form mutually satisfactory to the parties may be recorded among the Official Records of Miami-Dade County, Florida, and either party may cause any modification or addition to this Interlocal Agreement or any ancillary document relevant to this transaction to be so recorded. The cost of any such recordation, cost of any State of Florida documentary stamps which legally must be attached to any or all of said papers, and the cost of the applicable Miami-Dade County and State transfer tax shall be paid in full by the County.

Section 19.15 Radon.

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon testing may be obtained from your county Public Health Unit. Section 404.056(6), Florida Statutes (2000).

Section 19.16 Successors and Assigns.

Except to the extent limited elsewhere in this Interlocal Agreement, all of the covenants, conditions and obligations contained in this Interlocal Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the City and the County.

Section 19.17 Protection From Personal Liability.

No obligation or liability of any kind or nature whatsoever incurred by or asserted against the County or the City in connection with this Interlocal Agreement, or arising out of the parties' actions in connection therewith, shall in any manner whatsoever be a personal obligation or liability of any member of the County or any elected or appointed official of the City.

IN WITNESS WHEREOF, the parties have executed this Interlocal Agreement at Miami, Florida on the day and year first above written.

CITY OF MIAMI, a municipal corporation of the State of Florida

By: \_\_\_\_\_  
Joe Arriola  
City Manager

ATTEST:

By: \_\_\_\_\_  
Priscilla A. Thompson  
City Clerk

APPROVED AS TO INSURANCE  
REQUIREMENTS

By: \_\_\_\_\_  
Risk Management Department

APPROVED AS TO FORM AND  
CORRECTNESS:

By: \_\_\_\_\_  
Alejandro Vilarello  
City Attorney

MIAMI-DADE COUNTY  
Public Library Systems

ATTEST:

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name:

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

DAY AVE.

N 89°15'11" W 349.94'

DELTA-893700' LAM-24.88'  
ARC-38.25' CH-35.36'

50'-0"

100'-0"

EXISTING CONCRETE  
DANCE FLOOR

EXISTING ASPHALT  
BASKETBALL COURT

E. VIRICKIARK  
COMMUNITY CENTER  
F.T.E.-11.87 E.V.O

EXISTING ASPHALT  
BASKETBALL COURT

EXISTING POOL BLDG.  
(FINISH FLOOR EL. 13.53)

PLAZA ST.

S40D031'E 484.75'

334.95'

RAD-35'  
DELTA-890720'  
ARC-38.25'  
CH-35.36'  
LAM-25.07'

EXHIBIT A

4'-0" GRID FROM SIDEWALK  
LAT/UT PHOTOGRAPH ONLY

DAY AVE.

248.99'

N 00°00'56" W 100.00'(R) 99.98'(L)

N 89°15'42" E 150.01'(L)

N 89°15'58" E

224.97'